

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

**Deutsche Bank National Trust Company, as
Trustee for Wamu Asset Backed Certificates,
Wamu Series 2007-HE1 Trust**

Plaintiff

vs.

**Mary Gage and Lucien P. Maheu, Jr., a/k/a
Lucien Maheu**

Defendants

CIVIL ACTION NO:

COMPLAINT

RE:

158 Water Street, Waterville, ME 04901

Mortgage:

November 14, 2006

Book 9155, Page 0270

Kennebec Registry of Deeds

NOW COMES the Plaintiff, Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust, by and through its attorneys, Doonan, Graves & Longoria, LLC, and hereby complains against the Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k./a Lucien Maheu as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant 28 U.S.C. § 1332(a)(1) (Diversity) because the Plaintiff and Defendants are citizens of different states and the matter in controversy exceeds the sum or value of seventy-five thousand and 00/100 (\$75,000.00) dollars, exclusive of interest and costs. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.
2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the object of this litigation is a Note executed under seal currently owned and held by Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series

2007-HE1 Trust, in which the Defendants, Lucien P. Maheu, Jr., a/k/a Lucien Maheu and Mary Gage, are the obligor and the total amount owed under the terms of the Note is One Hundred Nine Thousand Six Hundred Sixty-Six and 41/100 (\$109,666.41) Dollars, plus attorney fees and costs associated with the instant action; thus, the amount in controversy exceeds the jurisdictional threshold of seventy-five thousand (\$75,000.00) dollars.

3. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

4. Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust is a corporation with its principal place of business located at 1 Columbus Circle, New York, NY 10019.
5. The Defendant, Mary Gage, is a resident of Waterville, County of Kennebec and State of Maine.
6. The Defendant, Lucien P. Maheu, Jr., a/k/a Lucien Maheu, is a resident of Waterville, County of Kennebec and State of Maine.

FACTS

7. On February 14, 2006, by virtue of a Warranty Deed from Michael Theberge, which is recorded in the Kennebec Registry of Deeds in **Book 8810, Page 0250**, the property situated at 158 Water Street, City/Town of Waterville, County of Kennebec, and State of Maine, was conveyed to Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu, being more particularly described by the attached Exhibit A.
8. On November 14, 2006, Defendants, Lucien P. Maheu, Jr., a/k/a Lucien Maheu and Mary Gage, executed and delivered to Washington Mutual Bank a certain Note under seal in the amount of \$120,000.00. *See* Exhibit B (a true and correct copy of the Note is attached hereto and incorporated herein).
9. Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien

Maheu's personal liability is limited and/or extinguished by the Chapter 7 bankruptcy filed which resulted in a bankruptcy discharge. *See* Exhibit F (a true and correct copy of the Pacer Report is attached hereto and incorporated herein).

10. To secure said Note, on November 14, 2006, Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu executed a Mortgage Deed in favor of Washington Mutual Bank, securing the property located at 158 Water Street, Waterville, ME 04901 which Mortgage Deed is recorded in the Kennebec Registry of Deeds in **Book 9155, Page 0270**. *See* Exhibit C (a true and correct copy of the Mortgage is attached hereto and incorporated herein).
11. The Mortgage was then assigned to Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust by virtue of an Assignment of Mortgage dated January 7, 2014 and recorded in the Kennebec Registry of Deeds in **Book 11613, Page 0270**. *See* Exhibit D (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
12. On September 7, 2021, the Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu were sent a Notice of Mortgagor's Right to Cure, as evidenced by the Certified Mail Tracking Number (herein after referred to as the "Demand Letter"). *See* Exhibit E (a true and correct copy of the Demand Letter is attached hereto and incorporated herein).
13. The Demand Letter informed the Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu of the payment due date, the total amount necessary to cure the default, and the deadline by which the default must be cured, which was thirty-five (35) days from receipt of the Demand Letter. *See* Exhibit E.
14. The Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu failed to cure the default prior to the expiration of the Demand Letter.
15. The Plaintiff, Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust, is the present holder of the Note pursuant to

endorsement by the previous holder (if applicable), payment of value and physical possession of the Note in conformity with 11 M.R.S. § 3-1201, et seq., and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929).

16. The Plaintiff, Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust, is the lawful holder and owner of the Note and Mortgage.

17. The Plaintiff, Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust, hereby certifies that all steps mandated by law to provide notice to the mortgagor pursuant to 14 M.R.S.A. § 6111 and/or Note and Mortgage were strictly performed.

18. The total debt owed under the Note and Mortgage as of May 5, 2022 is One Hundred Nine Thousand Six Hundred Sixty-Six and 41/100 (\$109,666.41) Dollars, which includes:

Description	Amount
Principal Balance	\$95,475.22
Interest	\$7,093.67
Escrow/Impound Advance Balance	\$5,997.52
Loan Level Advance Balance	\$1,100.00
Grand Total	\$109,666.41

19. Upon information and belief, the Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu, are presently in possession of the subject property originally secured by the Mortgage.

COUNT I – FORECLOSURE AND SALE

20. The Plaintiff, Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust, repeats and re-alleges paragraphs 1 through 18 as if fully set forth herein.

21. This is an action for foreclosure and sale respecting a real estate related Mortgage and title located at 158 Water Street, Waterville, County of Kennebec, and State of Maine. *See* Exhibit A.
22. The Plaintiff, Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust, is the holder of the Note referenced in Paragraph 8 pursuant to endorsement by the previous holder (if applicable) and physical possession of the aforesaid Note in conformity with Title 11, section 3-1201, et seq. of the Maine Revised Statutes and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929). As such, Plaintiff, Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust, has the right to foreclosure and sale upon the subject property.
23. The Plaintiff, Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust, is the current owner and investor of the aforesaid Mortgage and Note.
24. The Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu, are presently in default on said Mortgage and Note, having failed to make the monthly payment due June 1, 2020, and all subsequent payments, and, therefore, have breached the condition of the aforesaid Mortgage and Note.
25. The total debt owed under the Note and Mortgage as of May 5, 2022 is One Hundred Nine Thousand Six Hundred Sixty-Six and 41/100 (\$109,666.41) Dollars, which includes:

Description	Amount
Principal Balance	\$95,475.22
Interest	\$7,093.67
Escrow/Impound Advance Balance	\$5,997.52
Loan Level Advance Balance	\$1,100.00
Grand Total	\$109,666.41

26. The record established through the Kennebec Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.
27. By virtue of the Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu's breach of condition, the Plaintiff hereby demands a foreclosure and sale on said real estate, as affected by Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu's discharge in bankruptcy and, accordingly, this action does not seek any personal liability on the part of the Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu, but only seeks *in rem* judgment against the property.
28. Notice in conformity with 14 M.R.S.A. § 6111 and/or Note and Mortgage was sent to the Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu, on September 7, 2021, evidenced by the Certified Mail Tracking Number. *See* Exhibit E.
29. The Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu, are not in the Military as evidenced by the attached Exhibit G.

PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff, Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust, prays this Honorable Court:

- a) Issue a judgment of foreclosure and sale in conformity with Title 14 § 6322, as affected by Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu's discharge in bankruptcy, and accordingly, this action does not seek any personal liability on the part of the Defendants, but only seeks *in rem* judgment against the property;
- b) Grant possession to the Plaintiff, Deutsche Bank National Trust Company, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE1 Trust, upon the expiration of the period of redemption;

- c) Find that the Defendants, Lucien P. Maheu, Jr., a/k/a Lucien Maheu and Mary Gage, are in breach of the Note by failing to make payment due as of June 1, 2020, and all subsequent payments, however, as affected by Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu's discharge in bankruptcy, this action does not seek any personal liability on the part of the Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu, but only seeks *in rem* judgment against the property;
- d) Impose the applicable time periods for redemption, etc., as reflected in 14 M.R.S.A. § 6322;
- e) Find that while the Defendants, Mary Gage and Lucien P. Maheu, Jr., a/k/a Lucien Maheu, have no personal liability in this matter, a Judgment of Foreclosure and Sale in this matter can be imposed *in rem* against the property commonly known as and numbered as 158 Water Street, Waterville, ME 04901;
- f) For such other and further relief as this Honorable Court deems just and equitable.

Respectfully Submitted,
Deutsche Bank National Trust Company, as
Trustee for Wamu Asset Backed Certificates,
Wamu Series 2007-HE1 Trust,
By its attorneys,

Dated: May 27, 2022

/s/Reneau J. Longoria, Esq.
Reneau J. Longoria, Esq. Bar No. 5746
Lauren Thomas, Esq. Bar No. 004181
Attorneys for Plaintiff
Doonan, Graves & Longoria, LLC
100 Cummings Center, Suite 303C
Beverly, MA 01915
(978) 921-2670
RJL@dgandl.com
LT@dgandl.com